



August 22<sup>nd</sup>, 2003

USDOE % Oak Ridge National Laboratory  
National Transportation Research Center  
2360 Cherahala Blvd.  
Knoxville, TN 37931  
Attn: L D. Gasaway

**Re: Response to RFP**

Dear Mr. Gasaway:

Thank you for including AAA Cooper in your RFP. I have reviewed your bid requirements and am returning the following proposal.

**Between:** U.S. Department of Energy

**And:** All points in the states of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, and Texas as well as AACT direct points in Illinois, Kentucky, Minnesota, New Jersey, Pennsylvania, and Virginia. *No service is provided between direct points in Illinois, Minnesota, New Jersey, Pennsylvania and direct points in*

**Transit Times:** 90% of all shipments carried by AAA Cooper are delivered within 2 days, 65% of these are delivered within 1 day. Transit time is calculated by air delivered within 1 day, the remaining 25% are delivered in 2 or standard service days. Transit dividing total business day elapsed, excluding day of pickup, by on requested. time reports may be provided on a weekly or monthly report wh

**Rates:** Commodities described in the NMF 100 will be rated by Exception Class 50 rates when class 92.5 and below. All other classes will be rated at actual class rates.

DOE 200-D Rate Schedule will apply.

**Discount:** Outbound Prepaid, Inbound Collect, and 3rd Party Prepaid interstate and intrastate direct shipments originated and delivered by AAA Cooper will receive an on bill discount of 34% off gross charges. Discount/s will also apply when Outbound Collect if the consignee has no existing agreement with carrier.

Discounts will apply through the 10M-pound line of rates. Shipments rated at 20M pounds or greater will be rated at the 10M-pound line of rates and discounted or rated at the 20M-pound line of rates or higher without discount; whichever produces the lower net charge.

**Minimum Charge:** A minimum charge of \$48.00 when Interstate and \$45.00 when Intrastate will apply.

**Accessorial Charges:** DOE 190-D will apply.  
Exhibit A shall apply in addition to charges contained in DOE 190-D.

**EDI:** Carrier has EDI capabilities that may be customized to meet shipper requirements. AAA Cooper's EDI contact person is Jennifer Jackson who may be contacted at 800 633 7571 ext.2470.

**Website:** Tracing and rating is available at our website located at [www.aaacooper.com](http://www.aaacooper.com).

**Operating Ratio:** 1999 91.8% 2000 92.3% 2001 95.6% 2002 96.0%

**Claim Ratio:** 1999 .61% 2000 .62% 2001 .72% 2002 .54%

**Labor:** 100% of all AAA Cooper personnel are non-union

**Basis of Offer:** Our offer is based on receiving primary carrier status as a result of our offer. An award of less than primary status may result in a substantial reduction in the above proposal.

**Term:** This proposal, if accepted, will remain in effect for no more than one (1) year from the agreed upon effective date. The terms of the proposal will be subject to change if not accepted within 60 days of the proposal date.

**Effective Date:** The provisions of this proposal will become effective when acceptance of the proposal is provided in writing to AAA Cooper.

**Bill of Lading:** Shipper use of the most recent Straight Bill of Lading approved by the STB will be accepted by carrier.

We look forward to acceptance of our proposal. We are confident we have the ability to provide transportation services equal to the value of our proposal.

Please contact Todd Franklin at 865 522 7647 or myself at 334 671 3162 or by email at [twalker@aaacooper.com](mailto:twalker@aaacooper.com) if you have any questions or suggestions.

Sincerely,



Tony Walker  
Assistant Pricing Manager

TLW/

cc: Bill Wallace, Manager of Pricing  
Todd Franklin, Terminal Manager @ Knoxville, TN



**19. COMBINATION RATES (CHECK APPROPRIATE BOX)**

The rates and charges in this tender may be used as factors in the construction of any combination through rates, charges or other provisions.

The rates and charges in this tender may be used as factors to make combination rates and charges to and/or from other points of origin and destination, provided that such other points are not more than thirty (30) highway miles distant from the pertinent point of origin or destination named in this tender. The distance shall be measured from (1) the nearest boundary. In the case of designated commercial zones; (2) the nearest corporate limit. In the case of incorporated communities not in commercial zones; or the nearest post office within other points of origin or destination.

The rates and charges in this tender may not be used in construction of combination rates or charges.

**20. GENERAL TERMS AND CONDITIONS****a. Lawful Performance: Operating authorities**

The carrier(s) represent(s) to the United States that the services provided in this tender will be performed in accordance with applicable Federal, state, and municipal laws and regulations and the carrier(s) hold(s) the required operating authority to transport the commodity from, to, or between the places specified in the authorized certificates, permits or temporary operating authorities.

**b. Charges and allowances**

Except as otherwise provided in this tender, shipments made under the provisions of this tender are entitled to those additional services and privileges as are provided in separately published tariffs or tenders to which the carrier(s) participates, including additional tariff or tender charges, rules and regulations applicable to such services and privileges.

**c. Payment**

Except for shipments covered by item 21(3) or 21(4) below, the carrier shall bill the United States on Standard Form 1113, Public Voucher for Transportation Charges, appropriately supported. Carriers shall send bills to the "Charges to be billed to" address shown on the face of the Standard Form 1103, U.S. Government Bill Of Lading.

**d. References**

Where reference is made in this tender to an item, tender, tariff, or classification, the reference shall be construed to include the supplements, amendments or releases of that item, tender, tariff, or classification, unless otherwise specified in this tender.

**e. Cancellation or amendment**

This tender may be canceled or amended by the carrier(s) on written notice of not less than thirty (30) calendar days, except for shipments made from the original point of origin (or port of importation, where appropriate) before the effective date of the notice and except for any accrued rights and liabilities of either party to the tender. Cancellations or amendments may be made upon shorter notice by mutual agreement between the Government and the carrier(s) concerned.

**f. Filing with regulatory bodies**

The carrier(s) certifies that, where required, the necessary copies of this tender shall be filed concurrently with the Interstate Commerce Commission as stated in Section 10721(b)(2) of the Interstate Commerce Act, or with other regulatory bodies, as appropriate.

**g. Alterations and volume traffic**

This tender shall not apply where charges for services provided under this tender exceed charges otherwise applicable for the same service. Receipt and acceptance of this tender, by the Government shall not be considered as a guarantee to the carrier of a particular volume of traffic described in this tender.

**21. CARRIER(S) OFFER AND INSTRUCTIONS**

I am (we are) authorized to and offer on a continuing basis to the United States Government (subsequently called the Government) based on Section 10721 of the Interstate Commerce Act or other appropriate authority, the transportation services described in this tender. Subject to the terms and conditions stated in this tender. The property to which rates apply must be shipped by or for the Government (1) on Government Bills Of Lading; (2) on commercial bills of lading endorsed to show that such bills of lading are to be exchanged for Government bills of lading at destination or converted to Government bills of lading after delivery to the consignee; (3) on commercial bills of lading showing that the Government is either the consignor or the consignee and endorsed with the following legend:

"Transportation under this tender is for the Department of Energy, and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and are to be reimbursed by the Government", (4) on commercial bills of lading endorsed with the following legend:

"Transportation under this tender is for the Department of Energy, and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are to be reimbursed by the Government, according to cost reimbursable contract no. \_\_\_\_\_. This may be confirmed by contacting the agency at \_\_\_\_\_."

**22. SIGNATURE(S) OF PARTY(IES) REPRESENTING CARRIER(S)**

ISSUING CARRIER, BUREAU, AGENCY OR CONFERENCE  
AAA Cooper Transportation

PARTICIPATING CARRIER

PARTICIPATING CARRIER

BY (SIGNATURE AND TITLE OF  
AUTHORIZED OFFICER)

BY (SIGNATURE AND TITLE OF  
AUTHORIZED OFFICER)



Fred Pearce, V.P. Marketing and Pricing

Date: August 22<sup>nd</sup>, 2003

ADDRESS

AAA Cooper Transportation  
1751 Kinsey Road  
Dothan, AL 36303  
334 671 3162

ADDRESS

## EXHIBIT A

### ACCESSORIAL CHARGES

Effective: August 1<sup>st</sup>, 2003

#### 1. C.O.D.

The fee for collecting and remitting C.O.D. amounts not in excess of \$5,000.00 will be \$30.00. The fee for collecting and remitting C.O.D. amounts in excess of \$5,000.00 will be 3% of the C.O.D. amount.

#### 2. RESIDENTIAL and CONSTRUCTION SITE PICKUP OR DELIVERY

The fee for deliveries will be \$75.00.

#### 3. INSIDE PICKUP OR DELIVERY

The fee for inside deliveries will be \$4.00 per hundred weight subject to a minimum inside delivery charge of \$40.00 and a maximum inside delivery charge of \$400.00 per shipment.

Inside delivery will apply to shipments delivered to points above or below ground level in excess of 6 feet from rear door of vehicle. Shipments will be delivered inside to rear of trailer at minimum level of the weather at no additional cost.

#### 4. CUBIC CAPACITY DENSITY MINIMUM CHARGE

##### A: APPLICATION:

1. Shipments which occupy 700 cubic feet or more of trailer space with an average density of less than 4 pounds per cubic foot.
2. Shipments which occupy 12 linear feet or more of trailer space with an average density of less than 4 pounds per cubic foot.

##### B. CHARGES:

The minimum charge on shipments subject to this item, as provided in Paragraph A of this item, will be determined as follows:

1. **CUBIC CAPACITY CLASS:** The class rating to be used for determining these charges will be:

Class 400 when the density is less than 1 pound per cubic foot,

Class 300 when the density is 1 pound but less than 2 pounds per cubic foot

Class 250 when the density is 2 pounds but less than 3 pounds per cubic foot,

Class 200 when the density is 3 pounds but less than 4 pounds per cubic foot.

Density (pounds per cubic foot) is determined by dividing shipment weight by cubic feet of shipment.

2. **RATES:** The applicable rates to be used in connection with the class determined above will be those named in the publication, contract or transportation agreement having application to the shipment. If the applicable rates are a single FAK class with no Class 175, 200, 250 or 300 then, the FAK rate per cwt will be subject to an adjustment factor that will be determined by dividing the CUBIC CAPACITY CLASS by the FAK CLASS.

(Example: Cubic Capacity Class 250 divided by FAK Class 70 = 357% adjustment factor.) (If

FAK Class 175, 200, 250 or 300, no adjustment factor is applied.)

**DISCOUNTS:** Discounts provided for in the publication, contract or transportation agreement having application to the shipment will be applied to the gross charges determined above.

#### 5. STORAGE

Freight held in carrier's possession by reason of an act or omission of the consignor, consignee or owner and through no fault of the carrier will be considered stored after 5 business days from normal delivery day. Storage charges on qualifying shipments will be:

\$1.50/cwt per day.

\$30.00 minimum charge per shipment.

\$90.00 maximum charge per day.

**6. PICK-UP/DELIVERY SERVICE**

Saturdays, Sundays, or Holidays

\$50.00 Per Man Hour

\$200.00 Minimum Charge Per Man

**7. SORT AND/OR SEGREGATE**

\$ .75 cents per carton or piece or \$1.25 cents per cwt, whichever is greater, subject to a minimum charge of \$38.00 per shipment.

**8. LIFTGATE SERVICE**

AAA Cooper will provide hydraulic liftgate service subject of the following charges. \$3.25 per cwt subject to minimum charge of \$40.00 and maximum charge of \$200.00. Charges for liftgate service will be the responsibility of the party requesting the service. AAA Cooper is not obligated to perform liftgate service and we may not maintain liftgate equipment at all our terminals. Transit times could be delayed by one or more days when liftgate service is required.

**9. EXTREME LENGTH**

Articles exceeding 14 feet in length will be assessed and additional \$35.00 charge.

**10. HAZARDOUS MATERIAL**

Shipments containing hazardous materials will be assessed a \$7.00 fee.

**11. CONSTRUCTION SITE, PRISON OR MINE DELIVERY OR PICKUP**

A \$.65/cwt will apply subject to a \$30.00 Minimum Charge.

**12. NOTIFICATION FEE**

A charge of 7.00 will apply when the consignee must be notified prior to delivery.